

# EXHIBIT A

## IN THE DISTRICT COURT OF SAUNDERS COUNTY, NEBRASKA

SHARON MORGAN,	)	CASE NO: _____
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
CYPRESS BENEFIT ADMINISTRATORS	)	PETITION AND DEMAND
(LHS), A Tennessee Limited Liability	)	FOR JURY TRIAL
Corporation,	)	
Defendant.	)	
	)	
And/or	)	
	)	
KLAASMEYER & ASSOCIATES, INC.,	)	
A Nebraska Corporation,	)	
Defendant.	)	

COMES NOW, Plaintiff Sharon Morgan and for her cause of action against Defendants does hereby state and allege the following:

### I. VENUE AND JURISDICTIONAL STATEMENT

1. The allegations made within this Petition and Demand for Jury Trial are alleged in support of Sharon Morgan's claim against Defendant Cypress Benefit Administrators, LLC ("Cypress") and Klaasmeyer & Associates, Inc. (Klaasmeyer) for breach of contract in failing to process her health insurance claims, which arose out of an alleged August 4, 2018 motor vehicle accident during Plaintiff's employment with her then employer, Klaasmeyer.

2. At the time of his accident, Morgan was a resident of Yutan, Saunders County, Nebraska and employed by Klaasmeyer.

3. At all times relevant to the allegations stated herein, Defendant Cypress was authorized to conduct business in the State of Nebraska and was a 3<sup>rd</sup> party administrator who was contractually obligated to process health insurance claims, including for Morgan and her former employer, Klaasmeyer.

4. Defendant Klaasmeyer is a Nebraska Corporation allowed to operate by the laws of the State of Nebraska.

5. Morgan paid premiums to Klaasmeyer for health insurance coverage associated with her employment at Klaasmeyer including during the coverage period when Morgan's motor vehicle accident took place and thereafter until coverage ended.

6. Klaasmeyer paid Cypress to administer or process health insurance claims in connection with the policy Morgan paid for during her employment with Klaasmeyer.

7. Many of the acts taking place as alleged below and giving rise to Morgan's claim against Defendant Cypress and/or Klaasmeyer took place in and around Yutan, Saunders County, Nebraska.

8. For the foregoing reasons, this Court is vested with jurisdiction over the parties and venue is proper in the District Court of Saunders County Nebraska.

## **II. FACTUAL ALLEGATIONS**

9. Plaintiff re-alleges and incorporates paragraphs 1 through 8 herein by this reference.

10. On August 4, 2018, in Saunders County, Nebraska, Morgan was involved in a motor vehicle accident and suffered serious injuries.

12. As a result of the accident, Morgan suffered an injury to her right knee requiring surgeries on August 14, 2018 and February 19, 2019.

13. In addition to the surgeries, Morgan required additional medical treatment consisting of, but not limited to imaging tests, several courses of physical therapy, doctor appointments and prescription medications.

14. Despite Cypress the 3<sup>rd</sup> party administrator being hired by Klaasmeyer to process medical charges, Cypress has yet to process various medical bills relating to treatment of Morgan's injuries resulting from the motor vehicle accident on August 4, 2018, including those relating to her two surgeries.

15. Cypress had a legal and/or contractual duty to process medical bills on behalf of Morgan pursuant the contract between Cypress & Klaasmeyer, including reasonable medical care and medical appliances.

16. Defendant Cypress knew of or had access to all the information relating to Morgan's medical bills as pled herein and Defendant Cypress refused to or has failed to process some medical bills related to Morgan's August 4, 2018 motor vehicle accident.

17. Defendant Cypress had no reasonable basis for failing to process medical bills for medical treatment Morgan required for injuries after the August 4, 2018 motor vehicle accident.

18. Defendant Cypress' failure to process medical bills for medical treatment Morgan required for her right knee after the August 4, 2018 motor vehicle accident amounts to a breach of contract to the detriment of the Plaintiff.

19. There was no factual or legal dispute that Morgan's medical care claims relating to her injuries were for reasonable and necessary medical care.

20. Defendant has breached its contract with Klaasmeyer to the detriment of the Plaintiff in refusing to process medical claims on behalf of Morgan when first requested in one or more of the following ways:

- (a) in failing to process the claims relating to Morgan's right knee medical care after August 8, 2018 without any reasonable basis for such denial;
- (b) in forcing months of unreasonable delay in processing the medical bills requiring Morgan to deal with collection efforts and harassment by various medical entities.

21. Defendant's bad faith conduct has damaged Morgan in the following ways:

- (a) in delaying Morgan's access to benefits to which she was entitled, thus depriving her of the value of such benefits which otherwise would have earned income in an amount to be determined;
- (c) in delaying Morgan's access to medical health insurance benefits to which she was entitled, thus depriving her of the use of such funds to improve her life and the lives of her family due to delays in obtaining treatment;
- (d) in causing Morgan significant mental anguish by unnecessarily subjecting her to protracted litigation and wrongfully denying her the ability to improve her financial constraints created by his injury.

### **III. CLAIM AGAINST KLAASMEYER**

22. Plaintiff re-alleges and incorporates paragraphs 1 through 13 herein by this reference.

23. Klaasmeyer employed Morgan prior to and subsequent to August 4, 2018.

24. Klaasmeyer offered health insurance to Morgan as a condition of her employment.

25. Morgan paid all health insurance premiums she was required to in order to maintain health insurance coverage during the time Klaasmeyer hired Defendant Cypress to process health insurance claims and while Morgan was employed by Klaasmeyer.

26. Despite Cypress the 3<sup>rd</sup> party administrator being hired by Klaasmeyer to process medical charges, Cypress has yet to process various medical bills relating to treatment of Morgan's injuries resulting from the motor vehicle accident on August 4, 2018, including those relating to her two surgeries.

27. Cypress had a legal and/or contractual duty to process medical bills on behalf of Morgan pursuant the contract between Cypress & Klaasmeyer, including reasonable medical care and medical appliances.

28. Defendant Cypress knew of or had access to all the information relating to the Morgan's medical bills as pled herein and Defendant Cypress refused to or has failed to process some medical bills related to Morgan's August 4, 2018 motor vehicle accident.

29. There was no factual or legal dispute that Morgan's medical care claims relating to her injuries were for reasonable and necessary medical care.

30. Klaasmeyer failed to comply with the terms of the contract between Cypress and Klaasmeyer to the detriment of the Plaintiff in refusing to process medical claims on behalf of Morgan when first requested in one or more of the following ways:

- (a) in failing to comply with the terms of the agreement between Klaasmeyer and Cypress for Cypress to perform the service of processing the claims relating to Morgan's right knee medical care after August 8, 2018 without any reasonable basis for such denial;

- (b) in forcing months of unreasonable delay in processing the medical bills requiring due to said failure resulting in Morgan to deal with collection efforts and harassment by various medical entities.

31. Defendant Klaasmeyer's breach of contract with Cypress has damaged Morgan in the following ways:

- (a) in delaying Morgan's access to benefits to which she was entitled, thus depriving her of the value of such benefits which otherwise would have earned income in an amount to be determined;

(c) in delaying Morgan's access to medical health insurance benefits to which she was entitled, thus depriving her of the use of such funds to improve her life and the lives of her family due to delays in obtaining treatment;

(d) in causing Morgan significant mental anguish by unnecessarily subjecting her to protracted litigation and wrongfully denying her the ability to improve her financial constraints created by his injury.

WHEREFORE Plaintiff prays for an order from this court for the Plaintiff and against Defendant for special, general and punitive damages, attorney fees and costs in an amount to be proven at trial. Morgan hereby demands a trial by jury of all issues triable.

Dated: October 22, 2021.

SHARON MORGAN,  
Plaintiff,

By: /s/Roger D. Moore

Roger D. Moore, #21305  
REHM, BENNETT, MOORE & REHM  
3701 Union Drive, Suite 200  
Lincoln, NE 68516  
(402) 420-1400  
(402) 420-1508 Fax  
rmoore@rehmlaw.com  
Attorneys for Plaintiff

## IN THE DISTRICT COURT OF SAUNDERS COUNTY, NEBRASKA

SHARON MORGAN,	)	CASE NO: _____
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
CYPRESS BENEFIT ADMINISTRATORS	)	PRAECIPE
(LHS), A Tennessee Limited Liability	)	
Corporation,	)	
Defendant.	)	
	)	
And/or	)	
	)	
KLAASMEYER & ASSOCIATES, INC.,	)	
A Nebraska Corporation,	)	
Defendant.	)	

To the Clerk of Said Court:

Please issue summons in the above-entitled action for service by certified mail, with a copy of the Complaint attached thereto for service on the Defendants at:

Klaasmeyer & Associates, Inc.  
Attn: Kenneth W. Klaasmeyer  
18807 Sahler Street  
Elkhorn, NE 68022

Cypress Benefits Administrators  
Attn: Cogency Global Inc.  
5601 S. 59<sup>th</sup> Street, Ste. C  
Lincoln, NE 68516

Summons should be mailed and/or sent by electronic mail to Plaintiff's attorney for service by certified mail.

SHARON MORGAN,  
Plaintiff,

By: /s/Roger D. Moore

Roger D. Moore, #21305  
REHM, BENNETT, MOORE & REHM  
3701 Union Drive, Suite 200  
Lincoln, NE 68516  
(402) 420-1400  
(402) 420-1508 Fax  
rmoore@rehmlaw.com  
Attorneys for Plaintiff

Image ID:  
D00017593D06

**SUMMONS**

Doc. No. 17593

IN THE DISTRICT COURT OF Saunders COUNTY, NEBRASKA  
Judicial Center  
387 N. Chestnut, Suite 6  
Wahoo NE 68066 1863

Sharon Morgan v. Cypress Benefits Administrators

Case ID: CI 21 242

TO: Cypress Benefits Administrators

**FILED BY**  
Clerk of the Saunders District Court  
10/22/2021

You have been sued by the following plaintiff(s):

Sharon Morgan

Plaintiff's Attorney: Roger D Moore  
Address: 3701 Union Dr., #200  
Lincoln, NE 68516

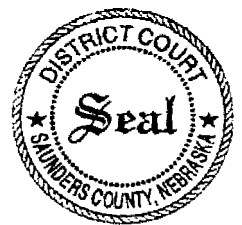
Telephone: (402) 420-1400

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: OCTOBER 22, 2021

BY THE COURT:

*Patty McEvoy*  
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Cypress Benefits Administrators  
Attn: Cogency Global inc.  
5601 S. 59th Street, Ste. C  
Lincoln, NE 68516

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.



	<b>SERVICE RETURN</b>	Doc. No. 17593
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SAUNDERS DISTRICT COURT  
 Judicial Center  
 387 N. Chestnut, Suite 6  
 Wahoo NE 68066 1863

To:

Case ID: CI 21 242 Morgan v. Cypress Benefits Administrator

Received this Summons on \_\_\_\_\_, \_\_\_\_\_. I hereby certify that on  
 \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_M. I served copies of the Summons  
 upon the party:

by \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

as required by Nebraska state law.

Service and return \$ \_\_\_\_\_

Copy \_\_\_\_\_

Mileage \_\_\_\_\_miles \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
 (Sheriff or authorized person)

### CERTIFIED MAIL PROOF OF SERVICE

Copies of the Summons were mailed by certified mail,  
 TO THE PARTY: \_\_\_\_\_

At the following address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, as required by Nebraska state law.

Postage \$ \_\_\_\_\_ Attorney for: \_\_\_\_\_

The return receipt for mailing to the party was signed on \_\_\_\_\_, \_\_\_\_\_.

To: Cypress Benefits Administrators  
 Attn: Cogency Global inc.  
 5601 S. 59th Street, Ste. C  
 Lincoln, NE 68516

From: Roger D Moore  
 3701 Union Dr., #200  
 Lincoln, NE 68516

# ATTACH RETURN RECEIPT & RETURN TO COURT

Image ID:  
D00017594D06

**SUMMONS**

Doc. No. 17594

IN THE DISTRICT COURT OF Saunders COUNTY, NEBRASKA  
Judicial Center  
387 N. Chestnut, Suite 6  
Wahoo NE 68066 1863

Sharon Morgan v. Cypress Benefits Administrators

Case ID: CI 21 242

TO: Klaasmeyer & Associates Inc.

**FILED BY**  
Clerk of the Saunders District Court  
10/22/2021

You have been sued by the following plaintiff(s):

Sharon Morgan

Plaintiff's Attorney: Roger D Moore  
Address: 3701 Union Dr., #200  
Lincoln, NE 68516

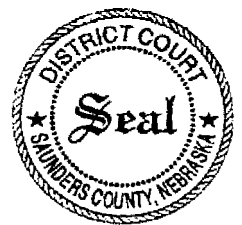
Telephone: (402) 420-1400

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: OCTOBER 22, 2021

BY THE COURT:

*Patty McEvoy*  
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Klaasmeyer & Associates Inc.  
Attn: Kenneth W. Klaasmeyer  
18807 Sahler Street  
Elkhorn, NE 68022

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

**SERVICE RETURN**

Doc. No. 17594

SAUNDERS DISTRICT COURT  
 Judicial Center  
 387 N. Chestnut, Suite 6  
 Wahoo NE 68066 1863

To:

Case ID: CI 21 242 Morgan v. Cypress Benefits Administrator

Received this Summons on \_\_\_\_\_, \_\_\_\_\_. I hereby certify that on  
 \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_M. I served copies of the Summons  
 upon the party:

by \_\_\_\_\_

as required by Nebraska state law.

Service and return \$ \_\_\_\_\_

Copy \_\_\_\_\_

Mileage \_\_\_\_miles \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
 (Sheriff or authorized person)

**CERTIFIED MAIL  
 PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,  
 TO THE PARTY: \_\_\_\_\_

At the following address: \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, as required by Nebraska state law.

Postage \$ \_\_\_\_\_ Attorney for: \_\_\_\_\_

The return receipt for mailing to the party was signed on \_\_\_\_\_, \_\_\_\_\_.

To: Klaasmeyer & Associates Inc.  
 Attn: Kenneth W. Klaasmeyer  
 18807 Sahler Street  
 Elkhorn, NE 68022

From: Roger D Moore  
 3701 Union Dr., #200  
 Lincoln, NE 68516

**ATTACH RETURN RECEIPT & RETURN TO COURT**

## SERVICE RETURN

SAUNDERS DISTRICT COURT  
 Judicial Center  
 387 N. Chestnut, Suite 6  
 Wahoo NE 68066 1863

To:

Case ID: CI 21 242 Morgan v. Cypress Benefits Administrator

Received this Summons on \_\_\_\_\_, I hereby certify that on  
 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M. I served copies of the Summons  
 upon the party:

by \_\_\_\_\_

as required by Nebraska state law.

Service and return \$ \_\_\_\_\_

Copy \_\_\_\_\_

Mileage \_\_\_\_\_ miles

TOTAL \$ \_\_\_\_\_

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
 (Sheriff or authorized person)

### CERTIFIED MAIL PROOF OF SERVICE

Copies of the Summons were mailed by certified mail,

TO THE PARTY: Cypress Benefit AdministratorsAt the following address: Attn: Cogency Global, Inc.5601 S. 59th Street, Suite CLincoln, NE 68516on the 22nd day of October, 2021, as required by Nebraska state law.Roger D. MoorePostage \$ 7.53 Attorney for: Sharon Morgan, PlaintiffThe return receipt for mailing to the party was signed on October 25, 2021.

To: Cypress Benefits Administrators  
 Attn: Cogency Global inc.  
 5601 S. 59th Street, Ste. C  
 Lincoln, NE 68516

From: Roger D Moore  
 3701 Union Dr., #200  
 Lincoln, NE 68516

# ATTACH RETURN RECEIPT & RETURN TO COURT

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <i>John F. [Signature]</i></p>	
<p>1. Article Addressed to:</p> <p>Cypress Benefits Administrator Attn: Agency Global Inc. 5001 S. 5th St., Ste. C Lincoln, NE 68510</p>		<p>B. Received by (Printed Name) <i>John F. [Signature]</i></p> <p>C. Date of Delivery JAN 25 2021</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address here: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, July 2013</p>		<p>Domestic Return Receipt</p>	

7014 3490 0000 7171 7724

## Certificate of Service

I hereby certify that on Wednesday, October 27, 2021 I provided a true and correct copy of the Return-Summons/Alias Summons to the following:

Cypress Benefits Administrators service method: No Service

Klaasmeyer & Associates Inc. service method: No Service

Signature: /s/ Moore,Roger,D. (Bar Number: 21305)